

## **Solicitation for Proposal**

---

# Government of Liberia Digital Asset Management System

March 2016

## Governance & Economic Support Project (USAID-GEMS)

---

### SOLICITATION FOR PROPOSAL

**SOLICITATION NO:** AM0316

---

## PART A: COVER PAGE

---

**SUBJECT: Solicitation for Proposal for the procurement of a digital Asset Management System for the Government of Liberia**

The USAID Liberia – Governance and Economic Management Support (GEMS) PROJECT (herein referred to as “the Project”) under IBI International (IBI), a development consulting firm based in the USA and operating in Liberia, is soliciting proposals for the provision of Subject services as described in the attached Statement of Work. The Project is funded by the U.S. Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulation (FAR) and AID Acquisition Regulations (AIDAR).

Please submit your most competitive proposal in accordance with the attached instructions, with all required certifications. Any subcontract issued as a result of this Solicitation will be subject to all Instructions, certifications, terms and conditions, and specifications included in this Solicitation.

This document is a request for proposals only, and in no way obligates the Project or USAID to make any award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

All inquiries, and correspondence, pertaining to this solicitation should reference the Solicitation number in the subject line, and are to be directed to the attention of:

Alex Sleiwon:  
amrfp@gemsliberia.com

IBI International, Inc.  
USAID Liberia | GEMS PROJECT  
UN-Drive, Mamba Point (opposite Save The Children),  
Monrovia, Liberia

Proposals should be emailed to [bids@gemsliberia.com](mailto:bids@gemsliberia.com)

## Governance & Economic Support Project (USAID-GEMS)

---

### Table of Contents

#### Contents

PART A: COVER PAGE.....	2
PART B: INSTRUCTIONS .....	4
PART C: STATEMENT OF WORK.....	15
PART D: COST BREAKDOWN .....	16
PART E: CODE OF CONDUCT .....	17
PART F: GENERAL CONTRACT CONDITIONS.....	19
PART G: ACRONYMNS.....	28

## Governance & Economic Support Project (USAID-GEMS)

### PART B: INSTRUCTIONS

#### a) DEFINITIONS

Offeror: The individual or firm providing proposals for the supplies or services requested under this Solicitation

Subcontractor: The individual or firm awarded the services requested under the Solicitation in the form of a subcontract

#### b) PROPOSAL DEADLINE AND REQUIREMENTS

- i. The Offeror shall separately submit clearly marked electronic Technical and Business proposals addressing the terms and conditions of this Solicitation by midnight (GMT) Sunday **March 29, 2016** to **bids@gemsliberia.com**. Your Business proposal shall contain all requested financial information.
- ii. Vendors having any questions may submit them by email by 5:00 pm GMT **March 20, 2016** to Alex Sleiwon at [amrfp@gemsliberia.com](mailto:amrfp@gemsliberia.com). Questions will be compiled and responses shall be posted on the website (<http://gemsliberia.com>) by **March 21, 2016**, keeping the sources of the questions confidential.
- ii. All quotes should be in U.S. dollars (\$)
- iii. All quotations must be valid for a period of 6 months
- iv. Offered prices should be based on negotiated INCOTERMS.  
The Offeror shall quote on a DDP 2010 basis to the indicated destinations to include cost of equipment, freight, and installation of all items in Liberia

The bid submission as well as all related correspondence and documents shall be in English.

The written proposal should be no more than 40 pages, excluding attachments, and must contain the following information:

##### i. Proposal

Only one proposal per Offeror will be accepted. All items should be fully quoted. The written proposal must contain the following information:

##### ■ Technical Proposal

Hardware, software and services proposed must fully comply with the technical specifications mentioned in the Solicitation and the contracts terms and conditions:

- All quality assurance (QA) documentation must be provided for each item, including warranty provisions, and after sales services where applicable.

##### ■ Business Proposal

A description of the Offeror's capacity and experience in undertaking the scope of work set out in the Solicitation, including:

## Governance & Economic Support Project (USAID-GEMS)

---

- Offeror with a physical presence in Liberia having readily-available countrywide support services, or have partners that can provide full warranty and support in Liberia, or be able to explain how to operate without such presence.
- Offeror must provide three references with contact information from similar projects,
- Offeror must demonstrate adequate financial resources and provide year-end financial statements for the last 2 years,
- Offeror must demonstrate operational ability to deliver in a timely and cost-effective manner.
- Offeror must be registered/legal businesses.

**ii. Documentation**

- All documents provided should be in English.
- The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.

**iii. Qualifications**

- A description of the Offeror's capability and experience in undertaking this task.
- Three Past Performance References over the past two years: please provide the name of the institution, the contact person, telephone number, email address, and the amount of the contract.

**iv. Cost Proposal**

- A fixed price, total cost proposal for items described in the Statement of Work
- Offeror must list a fixed price cost for each line item, for each category, and for each segment of the project in United States Dollars (USD).
- The cost of transportation and insurance should be quoted as separate line items.
- A set of relevant attachments to the proposal (optional) which further document or explain the Offeror's approach and qualification, e.g. institutional brochure, publications list.

IBI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE REQUEST, TO ALTER THE SELECTION PROCESS IN ANY WAY, TO ASK FOR ADDITIONAL INFORMATION FROM OFFERORS, TO REJECT ANY AND ALL PROPOSALS, TO AWARD MORE THAN ONE CONTRACT TO MORE THAN ONE VENDOR, AND/OR TO MODIFY OR AMEND THE SCOPE OF THE PROPOSALS SUBMITTED.

THE RELEASE OF THIS SOLICITATION IS NOT A COMMITMENT TO AWARD A CONTRACT.

Each Offeror acknowledges and agrees that the preparation of all materials for submittal to IBI and all presentations made by the Offeror are at the Offeror's sole cost and

## Governance & Economic Support Project (USAID-GEMS)

---

expense, and IBI shall not, under any circumstances, be responsible for any cost or expense incurred by an Offeror. All documentation and/or materials submitted with a proposal shall become and remain the property of IBI.

### **c) OFFER VALIDITY**

The Offeror's technical and cost proposals must remain valid for not less than 6 months after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

### **d) FINANCIAL RESPONSIBILITY**

Offeror's which are firms and not individuals, must certify in the proposal submitted to the Project that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined in the Statement of Work.

### **e) NEGOTIATIONS**

The Offeror's most competitive proposal is requested. It is anticipated that any award(s) issued will be made solely on the basis of an Offeror's proposal. However, the Project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The Project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract. Please note that negotiations do not offer an opportunity for an Offeror to modify or change an offer.

In the event that an agreement cannot be reached with an Offeror, the Project will enter into negotiations with alternate Offerors for the purpose of awarding a contract without any obligation to previously considered Offerors.

### **f) REJECTION OF PROPOSALS**

The Project reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing Offerors.

### **g) INCURRING COSTS**

The Project is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this Solicitation. The costs are solely the responsibility of the Offeror.

### **h) CANCELLATION**

The Project may cancel this Solicitation without any cost or obligation at any time until issuance of a Subcontract.

### **i) ELIGIBLE RECIPIENTS OF PRODUCTS**

Items purchased under this contract are not for use in the United States of America.

The item (s) will be donated to the Government of Liberia. These items may not be used by recipient institutions for resale to commercial institutions or in response to

## Governance & Economic Support Project (USAID-GEMS)

---

bids on local or international tenders.

### j) **CONTRACT AWARD**

#### i. **Selection Criteria**

Proposals will be evaluated first to ensure that they meet all mandatory requirements as per the statement of work on section C of this document. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

For the purpose of selection, the evaluation will be based on an integrated assessment of the proposal, including, but not limited to, the following:

- Technical capability and expertise
- Technical solution
- Appropriateness of solution for Liberian context
- Customisation, adaptability and extensibility
- Interoperability with other systems
- Startup and Implementation plan
- Sustainability plan
- Capacity Development plans
- Maintenance and Support arrangements
- Financial costs (startup, recurrent, life-cycle, professional services, and any other)
- Backup and redundancy plan
- Good business standing
- Ability to meet the deliverables requirements
- Proven ability to operate in developing country environments

Include at least three customers in the last two years using the proposed system and close in size and industry. The Project will contact these references to discuss implementation and support issues. Please list only references where this will be possible. Company reference information includes but is not limited to:

- Company Name
- Contact name and title
- Company address/phone
- Financial Ceiling of Contract
- Industry
- Applications installed, detailed module listing
- Approximate number of users
- Dates and releases installed
- Modifications made
- Comments

#### ii. **Contract Type**

The contracting document will be a Fixed Price Purchase Order (PO) to be awarded once a vendor has been selected. The awarded PO will include a statement of the

## Governance & Economic Support Project (USAID-GEMS)

---

total fixed price; the scope with stated deliverables and due dates; the guiding FAR and AIDAR clauses; and invoicing information. Please be advised that under a fixed price PO the work must be done within the specified total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Offeror and not that of IBI or USAID. Therefore, the Offeror is duly advised to provide its most competitive and realistic cost proposal to cover all foreseeable expenses related to the tasks outlined in the Statement of Work. In case a local vendor (Liberia based) is selected, the contract will be in US Dollars (USD) and payment will be made in US Dollars (USD).

Offeror's should review the complete Solicitation but special attention should be given to the following areas:

- **Ordering**

Instructions on order processing will be issued at contract award.

- **Inspection and Acceptance**

Offeror shall only deliver and offer for acceptance those goods that strictly conform to contracted requirements.

- **Invoicing**

Invoices should be addressed to:

IBI International  
USAID-GEMS PROJECT  
UN-Drive, Mamba Point (opposite Save The Children),  
Monrovia, Liberia

Invoices will be sent in electronic format to: [gemsinvoice@gemsliberia.com](mailto:gemsinvoice@gemsliberia.com).

- **Payment**

Payment will be made Net 10 upon acceptance of the product and services as stipulated in DDP 2010. In case a local vendor (Liberia based) is selected, the contract will be in US Dollars (USD) and payment will be made in US Dollars (USD)

Advance payment will not be made under this contract.

**The USAID Liberia - GEMS PROJECT is exempt from taxes in Liberia.**

Supplier must provide the following banking information:

Beneficiary Bank in US:

Full name and street address of bank branch

Payee's bank account number

Account number:

ABA number

Beneficiary Bank outside of US:

Full name and street address of bank branch

Payee's bank account number

Account number:

S.W.I.F.T Code (BIC Code)

IBAN (required for all EU countries)

Sort code (required for UK)



## Governance & Economic Support Project (USAID-GEMS)

---

### **k) REPRESENTATIONS AND CERTIFICATIONS**

The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.

### **l) RIGHTS TO INTELLECTUAL PROPERTY**

This procurement includes internationally available commercial software which is sold under explicit licensing terms of the respective software companies. If the Offeror plans to offer any custom developed/locally marketed software components, such items should be clearly listed and licensing terms and restrictions should be clearly stated in the proposal. Please be advised that any USAID funding used to develop software, means that USAID would have intellectual property rights to that software.

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

---

# PART C: STATEMENT OF WORK

---

## 1. OVERVIEW

### 1.1. Project Overview

The USAID-Liberia Governance and Economic Management Support Project (USAID-GEMS) managed in Liberia by IBI International, a development consulting firm based in the USA and operating in Liberia, is seeking a Solution Provider to provide a digital Asset Management System to the Government of Liberia (GOL). The General Services Agency (GSA) is the lead agency that ensures that all government assets are accounted for and well administered. The GSA wishes to improve its existing Asset Management practices by introducing a digital system that will bring efficiency benefits, improved control and reporting, good integration into other government systems, and provide a platform for further improvement.

### 1.2 Objective

The objective is that GSA, and all government entities, have digital tools and related know-how to improve their Asset Management performance mandate. This performance will be sustainable and provide efficiencies and functionality that meet current needs and provides a platform to encourage ongoing improvements and better integration with government improvement efforts

### 1.3 Scope

The attached **Specification of Requirements** provides the scope, needs and constraints. Ancillary documents include an example Entity Asset Register, the IFMIS Chart of Accounts, and the National Interoperability Framework

### 1.4 Confidentiality

This Solicitation contains confidential and proprietary information. Its reproduction by photographic, electronic, or other means is permitted only for the purpose of preparing a response. If a response is not to be made, the document is to be returned to USAID Liberia-GEMS PROJECT in its entirety. The vendor shall not disclose to anyone, other than the vendor's employees and officers directly responding to this Solicitation, any information contained in or concerning this Solicitation. No news release, public announcement, or any other reference to this Solicitation or any program hereunder shall be made without express written consent of the IBI, USAID Liberia-GEMS PROJECT.

[illegible]

Page | 16

---

# PART E: CODE OF CONDUCT

---

### **Vendor/Supplier Code of Conduct** **and** **Whistleblower Policy\***

**\*In order to engage in business with IBI, all Vendors or Suppliers answering IBI bid solicitations must submit this document with their bids or proposals. Failure to sign and submit this document will cause the bid to be rejected.**

#### **Introduction**

IBI International is committed to the highest possible standards of corporate governance and responsibility. Our Code of Conduct is not merely to comply with the letter of the laws or regulations governing our programs, but rather to instill and maintain a true culture of compliance wherever we do business. In consequence, IBI expects that all Vendors and Suppliers will embrace the letter and spirit of its commitment to integrity.

IBI maintains a zero tolerance policy regarding fraudulent, dishonest and/or illegal acts performed, facilitated or known by any vendors on the IBI network and/or by IBI employees. You play an important role in helping us manage to this policy and it is essential that you maintain the highest ethical standards.

This Code of Conduct incorporates the same standards of ethical conduct and integrity as the IBI internal Code of Conduct our employees must adhere to. Vendors or Suppliers are requested to adhere to this code and to remain mindful that their activities may have an influence on IBI's reputation and relationship of trust with customers and employees.

#### **Acting with Integrity and Transparency**

IBI believes in vigorous yet fair competition and supports the development of appropriate competition laws. Vendors and Suppliers shall not engage in collaboration or other activity that reduces competition.

Vendors/Suppliers shall ensure that all of their representatives (including employees, agents, and subcontractors and collectively referred to as "the Vendors or Suppliers") conduct business with and/or on behalf of IBI in accordance with this Code of Conduct.

Our employees are required to adhere to an internal Code of Conduct, which prohibits employees from engaging in any conflict of interest, fraud, and dishonest and/or illegal acts. It also forbids our employees from receiving gratuities, gifts, bribes, payoffs or any type of kick-back.

#### **IBI Policy Regarding Fraud, Dishonest and Illegal Acts**

IBI employees and persons who are close to them in relationship are not permitted to solicit gifts, bribes, kickbacks, gratuities or any other form of payments from any business or employee of a business wanting to do business with IBI. Employee disciplinary action may include, but is not limited to, reprimands, warnings, probation, suspension, or immediate termination.

## Governance & Economic Support Project (USAID-GEMS)

---

Vendors or Suppliers must not offer anything of value to secure an improper advantage or benefit to ANY employee or relation of an employee of IBI International. IBI vendors involved in the giving or receiving of a bribe, kickback, padding and/or otherwise falsifying invoices are subject to immediate termination from our network and will be reported to appropriate authorities.

### **Conflict of Interest**

Employees of IBI who act on its behalf have an obligation to avoid activities or situations which may result in a conflict of interest or the appearance of conflict of interest. Employees must not use their IBI positions to influence outside organizations or individuals for the direct financial, personal or professional benefit of themselves, members of their families or others with whom there is a personal relationship.

The U.S. Foreign Corrupt Practices Act (FCPA) prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country.

### **Recordkeeping**

IBI conducts unscheduled compliance audits of our program offices. Vendor and Supplier records are subject to audit as they relate to IBI. Vendors or Suppliers shall ensure that business records pertaining to IBI are retained for at least three (3) years, and that they accurately reflect all business transactions.

Vendors or Suppliers shall not utilize or disclose IBI confidential information and IBI agrees not to disclose Vendor and Supplier information. Disposal shall be performed with adequate attention to the confidentiality of the information concerned.

### **Whistleblower Policy: Reporting of any Illegal or Unethical Behavior**

Vendors and Suppliers are expected to self-monitor their compliance with this Code of Conduct. Known or potential breaches of this policy should be reported first to the IBI Chief of Party (COP) located in Liberia.

If a Vendor, Supplier or employee believes that it is inappropriate to raise a concern to the COP or wishes to make a report anonymously, they may report the situation directly to the IBI Director of Operations/Senior Compliance Officer, who responsibility is to assess matters of IBI policy compliance, legal and regulatory compliance and proper business conduct. The Vice President and COO can be reached by e-mail to [mburke@ibi-usa.com](mailto:mburke@ibi-usa.com) or by writing to IBI International, 4040 N Fairfax Dr., Suite 650, Arlington, VA 22203.

### **I have read and understand the above IBI Policy.**

Name of Business: \_\_\_\_\_ (please print clearly)

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name and Title of the authorized person signing and submitting the proposal or bid:

\_\_\_\_\_ (please print)

Signature: \_\_\_\_\_

## Governance & Economic Support Project (USAID-GEMS)

# PART F: GENERAL CONTRACT CONDITIONS

1.1 The following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Incidental Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “The Services” means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.
- (f) “The Works” means the construction, installation, and related activities required under a Contract for the provision of Works as defined in the Contract.
- (g) “The Purchaser” means the USAID –GEMS Project Office.
- (h) “The Supplier” means the individual or firm supplying the Goods, Works or Services, as named in the Contract.

## 2. Eligibility (N/A for this purpose)

## 3. Standards

3.1 The Goods, Works and Services supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

## 4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract, if so required by the Purchaser.

## Governance & Economic Support Project (USAID-GEMS)

---

### 5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the Republic of Liberia.

### 6. Performance Security

6.1 If a Performance Security is specified in the bidding documents, within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in the bidding documents.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The performance security shall be denominated in United States Dollars and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Republic of Sierra Leone or abroad, acceptable to the Purchaser, in the format provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

### 7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods, Works or Services to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods, Works or Services and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the Republic of Liberia.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.



## Governance & Economic Support Project (USAID-GEMS)

---

8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the contract documents and through any subsequent instructions issued by the Purchaser.

### **9. Delivery and Documents**

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Contract.

9.2 For purposes of the Contract, “EXW,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9.3 Documents to be submitted by the Supplier are specified in the Contract and shall include certificates issued by the Purchaser confirming acceptance of the Goods, Works or Services provided by the Supplier

### **10. Insurance**

10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the contract document.

10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a “warehouse to warehouse” All Risks basis including War Risks and Strikes.

10.3 For Works contracts, the Supplier shall provide insurance cover, from the Start Date to the end of the Defects Liability Period, for the following events:

- (a) Loss of or damage to the Works, Plant, and Materials;
- (b) Loss of or damage to Equipment;
- (c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

10.4 For Services contracts the Supplier shall provide:

- (a) Public liability insurance;
- (b) Third party insurance;



## Governance & Economic Support Project (USAID-GEMS)

---

- (c) Professional liability insurance, where appropriate;
- (d) Employer's liability and workers' compensation insurance in respect of the personnel of the Supplier and of any sub-consultant.

### **11. Transportation**

11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.

11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the Republic of Liberia, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

### **12. Incidental Services**

12.1 A Supplier may be required to provide any additional services as specified within the Contract.

### **13. Spare Parts**

13.1 If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

### **14. Warranty**

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Liberia.

14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

14.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

14.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

## Governance & Economic Support Project (USAID-GEMS)

---

14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### **15. Payment**

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an signed invoice, delivery note or claim by the Supplier.

15.4 Payments shall be made in United States Dollars unless otherwise stated in the contract documents.

### **16. Prices**

16.1 Prices charged by the Supplier for goods delivered and works or services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid except for any price adjustments authorised in the Contract.

### **17. Change Orders**

17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Works or Services are to be performed, or Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) methods of shipment, packing, construction or performance;
- (c) the place of performance or delivery; and/or
- (d) incidental services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

### **18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

## Governance & Economic Support Project (USAID-GEMS)

---

### 20. Sub-contracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC Clause 2.

### 21. Delays in the Supplier's Performance

21.1 Delivery of goods, performance of works and services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

### 22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Purchaser may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance. The percentage rates shall be as follows:

1.0% for the first week of delay or any part thereof;

1.5% for the second week of delay or any part thereof;

2.0% for the third week of delay or any part thereof;

3.0% for the fourth week of delay or any part thereof;

4.0% for any further month of delay up to a total maximum deduction of 15% of the value of the delayed goods, works or services .

Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

### 23. Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

## Governance & Economic Support Project (USAID-GEMS)

---

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **25. Termination for Insolvency**

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

## Governance & Economic Support Project (USAID-GEMS)

---

26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

### **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service within the Republic of Liberia.

27.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

### **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

## Governance & Economic Support Project (USAID-GEMS)

---

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **29. Governing Language**

29.1 The Governing Language shall be English.

### **30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Republic of Liberia.

### **31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the Contract.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **32. Taxes and Duties**

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the Republic of Liberia.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

---

### PART G: ACRONYMS

---

DAP	Delivery at Place. Seller pays for carriage to the named place, except for costs related to import clearance, and assumes all risks prior to the point that the goods are ready for unloading by the buyer
INCOTERMS	International Commerce Terms: Pre-defined terms published by the International Chamber of Commerce (ICC) that are used in international commercial transactions.
GSA	General Service Agency
USAID	United States Agency for International Development
SOW	Scope of Work
USAID	United States Agency for International Development
IBI	IBI International
AIDAR	Aid Acquisition Regulations
FAR	Federal Acquisition Regulations